

INVITATION FOR BIDS

COMBINED TWO-STEP IFB METHOD

Issue Date: March 18, 2005

IFB # 301-05-012

Title: Giant Salvinia Eradication

Commodity Code: 02046, 02243, 19243, 67585, 67590

Issuing Agency: Commonwealth of Virginia
Department of Agriculture & Consumer Services
Purchasing Office - 5th Floor, Suite 513
P. O. Box 1163
Richmond, Virginia 23218

Using Agency and/or Location Where Work Will Be Performed: Shenandoah County, Virginia on privately owned property.

Period Of Contract: From approximately April 15, 2005 through complete eradication of the weed. NOTE: This is likely to require treatment for two (2) growing seasons and could extend beyond the 2006 growing season. See Section II for information.

Sealed Bids Will Be Received Until: **2:00 p.m. on Wednesday, April 6, 2005** For Furnishing the Services Described Herein and Then Opened in Public.

All Inquiries for Technical Information Should be Directed to: Debbie Martin, (804) 786-8528 or debra.martin@vdacs.virginia.gov. Questions Related to Bid Submission and/or Terms and Conditions of the Invitation For Bids Should Be Directed To: Barbara J. Layman, CPPB, VCO, Procurement Director, Telephone: (804) 786-3919 or e-mail, barb.layman@vdacs.virginia.gov.

IF BIDS ARE MAILED: SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE.

IF BIDS ARE HAND DELIVERED, DELIVER TO: 1100 BANK STREET
WASHINGTON BUILDING
5TH FLOOR, SUITE 513

It is the Bidder's full responsibility to ensure the bid is received by the agency on or before the date and time required. Late or unsealed bids will not be accepted.

In Compliance With This Invitation For Bids and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Furnish the Services At the Price(s) Indicated in Section VII, Pricing Schedule.

Name & Address Of Firm:

Date: _____

By: _____
(Signature in Ink)

Name: _____
(Please Print)

E-Mail: _____

Telephone: _____

FEI/FIN/SSN NO: _____

Fax: _____

PRE-BID CONFERENCE: A Mandatory pre-bid conference will be held Tuesday, March 29, 2005 at 11:00 am at the Shenandoah County site of the giant salvinia problem. Attendance is a prerequisite for submitting a bid. (Reference: Section IV, page 11). NO ONE WILL BE ADMITTED 15 MINUTES AFTER THE START OF THE MEETING.

eVA Vendor Registration: See Section V, Paragraph X on page 19 for additional information.

Combined Two-Step IFB Method: See Section III herein for additional information.

RETURN OF THIS PAGE IS REQUIRED

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IFB #301-05-012

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I. PURPOSE

The intent and purpose of this Request for Proposals is to solicit unsealed proposals for the purpose of establishing a competitive contract with one or more qualified firms for full and complete eradication of Giant Salvinia, a noxious weed, from a pond located on private property in Shenandoah County, Virginia.

II. SCOPE OF WORK: Full and complete eradication of the Giant Salvinia is expected to require one (1) complete growing season and is likely to require two (2) additional growing seasons. VDACS will then need two (2) growing seasons after eradication to fully survey the site to ensure no regrowth occurs. Treatment during the 2006-growing season, **should it be necessary**, shall be completed by the contractor at the same bid prices as set forth for treatment during the 2005 growing season. Should treatments in growing season 2007 or beyond be required, see Section VI, **SPECIAL TERMS & CONDITIONS**, Paragraph K herein.

The Contractor shall furnish all labor, supplies and materials necessary to inspect, treat, apply treatments (and to repeat steps as necessary) to fully eradicate the noxious weed, Giant Salvinia. Parrotfeather has been found to be co-growing with the giant salvinia and as such, must be eradicated in order to adequately treat and eradicate the giant salvinia.

A. REQUIREMENTS

1. Contractors shall treat Giant Salvinia with the active ingredient glyphosate
2. Contractors shall treat parrotfeather with the active ingredient triclopyr
3. Contractors shall use a silicone-based surfactant, approved for aquatic use with the glyphosate and triclopyr treatments
4. Contractor must use hydraulic spray equipment capable of spraying a distance of 90 feet
5. Glyphosate treatments must extend several feet onto pond bank (the area will be marked with survey flags)
6. Contractor and all Applicators must be certified in VDACS, Office of Pesticide Services Category 5A (Aquatic Pest Control – General). See Section VIII, herein.
7. Contractor shall have a minimum of five (5) years experience in aquatic herbicide applications
8. Contractor shall provide a minimum of four (4) references (including name, phone, address) of work experience. See Section XIA, Page 25 herein.
9. Contractor shall ensure that water flow to upper ponds has been shut-off to prevent contamination of plantings in these upper ponds.
10. Application rate must be in accordance with herbicide manufacturer's label instructions and consultation with VDACS personnel. These shall include, but not be limited to:
 - a. Number of applications/year;
 - b. Amount of active ingredient (AI) and volume of herbicide/application;
 - c. Wind speeds to prevent accidental drift.
11. Because of the type of plant and difficulty in getting penetration of spray droplets, each application must be made from two different directions.
12. Contractor shall thoroughly clean all equipment used in and around the worksite to prevent the artificial movement of Giant Salvinia.

13. Prior to contract award, the Contractor must demonstrate, at his/her own expense, that all equipment to be used in the execution of this contract is in proper working order and in good repair.
14. Due to the nature of the infestation of the giant salvinia, eradication could take multiple growing seasons. It is imperative that the Contractor offer pricing that is consistent with this scenario.
15. The Contractor shall be responsible for adequately demonstrating that the giant salvinia has been fully and completely eradicated. **Please provide your plan for this requirement.**
16. Contractor shall be responsible for providing a clean water supply to mix with the herbicide.
17. The Contractor shall consult with VDACS personnel to determine the appropriate date to begin the application of the herbicide.

B. ACCESSIBILITY TO PRIVATE PROPERTY: The Contractor will be working solely on private property. It shall be the Contractor's responsibility to arrange all access to the worksite with the property owner(s). VDACS has established a good working relationship with the property owners and it is expected that the Contractor and landowners will work in concert to preserve that relationship. **Contractor must provide proof of adequate insurances appropriate for work on privately-owned or state-owned property.**

III. COMBINED TWO-STEP SEALED BIDDING REQUIREMENTS: Two Step competitive sealed bidding is used when it is impractical or difficult to initially prepare a definitive purchase description to support a contract award based solely on price. In these instances, we use the Two-Step method whereby we issue an Invitation for Bids requesting the submission of unpriced technical proposals in one sealed envelope and pricing for that technical proposal in a separate sealed envelope.

- A. Technical Proposal:** Contractors shall prepare a technical proposal for consideration by VDACS by factoring in all requirements and desirables set forth herein and by any information gleaned at the Mandatory Pre-Bid Conference and Site Visit (See Section IV below.) To be considered **Acceptable and therefore Responsive**, the Technical Proposal must adequately address all mandatory requirements of this IFB. This proposal does not have to be a formal, bound document, etc. but it must be clearly legible, easy to understand and in a format sufficient to disassemble and copy. The Contractor may, at his or her discretion, provide one (1) original document (clearly marked as the original) and three (3) additional copies for VDACS evaluation purposes. NOTE: Providing extra copies of your proposal is not a requirement.
- B. Bid Price:** Bid Price envelopes are only opened for those bidders whose Technical Proposals were deemed **acceptable/responsive** by VDACS. See Section VIII herein for the Pricing Schedule. Envelopes containing the bid price for those technical proposals determined to be not acceptable shall be returned to the contractor unopened.
- C. Envelope Identification:** Technical Proposal envelopes must be clearly labeled as the **Technical Proposal** and Bid Priced envelopes must be clearly labeled as **Bid Price**. Labels

on both sealed envelopes must include the IFB number, due date, etc.

IV. MANDATORY PRE-BID CONFERENCE & SITE VISIT: A Mandatory Pre-Bid conference and site visit shall be held on Tuesday, March 29, 2005 at 11:00 at the site of the giant salvinia and parrotfeather infestation, on the Bright and Troxell properties in Shenandoah County, Virginia. See Attachment B herein for directions.

The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a technical proposal and bid under the guidelines of this combined two-step sealed bid.** Bid Packages will only be accepted from those bidders who are represented at this prebid conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. **No one will be admitted after 11:15 am.**

Bring a copy of the solicitation with you. Any changes resulting from this conference may be issued in a written addendum to the solicitation.

V. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious

practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORMS & TERMS & CONDITIONS FOR IFBs/RFPs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeree) has questions about the specifications or other solicitation documents, the prospective (bidder/offeree) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at

the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a . A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in

all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be

allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** OMITTED
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** OMITTED
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance

coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.
- b. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

VI. SPECIAL TERMS AND CONDITIONS

- A. **AWARD:** The Commonwealth will make the award(s) on per lot or per bit unit basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- B. **CONFLICT OF INTEREST:** By submitting this bid, the Bidder certifies that receiving a contract award for this Giant Salvinia eradication does not constitute a Conflict of Interest in regard to each of the following:

1. Contractors may not be a member of the immediate family of any employee of the Virginia Department of Agriculture and Consumer Services. "Immediate family" is defined as husband/wife, father/mother, son/daughter, brother/sister, grandfather/grandmother, or grandson/granddaughter.
2. Contractors shall also not be members of the Board of Agriculture, employees or officers of VDACS.
3. If the Contractor's personal circumstances, relating to possible conflicts of interest, change after the Contract is awarded, the Contractor shall immediately notify the VDACS Procurement Office. Depending on the degree of conflict, the Contractor understands that his/her Contract may be withdrawn/canceled and reissued to another Contractor. VDACS will only be responsible for payment to the Contractor for work completed through the date such notice was made.

- C. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name _____

Subcontractor Name: _____

License # _____ Type _____

- D. **FINAL INSPECTION** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- E. **LIABILITIES OF CONTRACTOR AND VDACS:** VDACS will not assume any responsibility for loss or damage of equipment owned or operated by the Contractor, his employees, or subcontractors; or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor will be responsible for any negligent or wrongful acts or omissions of the agents of the subcontractor or employees. The Contractor will hold and save VDACS harmless from all liability, from any death or damage to all persons (other than the liability of employees directly engaged in performing work under this Contract as provided under the Federal Employees Compensation Act) or to real or personal property. Further, the Contractor agrees to indemnify and hold harmless VDACS, and their agency and employees, from and against all claims, damages, losses, expenses, including reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of the work herein, which is (1) for bodily injury, illness or death, or for property damage, including loss of use, and (2) cause and hold, or impart by Contractor's negligent act or omission, or that

of a subcontractor of anyone employed by them or for whose acts the Contractor or subcontractor may be liable. The Contractor will not be responsible for any negligent or wrongful acts or omissions of VDACS and its employees.

- F. **SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written consent of VDACS. In addition, no more than 50% of the work to be completed will be allowed to be subcontracted. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall first furnish to VDACS the names, qualifications, and experiences of their subcontractors. This information must be furnished to VDACS no later than thirty (30) days prior to trapping initiation. The Contractor shall, however, assume full liability and responsibility for the work to be done by the subcontractor and shall assure compliance with all requirements of the contract.

G. **ADDITIONAL INSURANCE:**

1. Coverage is to include Premises/Operations Liability, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.

The Contractor shall provide the Procurement Office with a Commonwealth of Virginia Certificate of Insurance for his firm, and if subcontractors are used, for specified subcontractor, prior to the start of any work under the contract. A thirty-day written notice of cancellation or non-renewal shall be furnished by certified mail to the Procurement Office at the address indicated on the solicitation.

2. My signature on this solicitation constitutes certification that, if I am awarded the contract, I shall obtain the required coverage, as specified above, within 10 days of notification of award.

- H. **BIDS BINDING FOR 60 DAYS:** Any response to this solicitation shall be valid for 60 days. At the end of the 60 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

- I. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available for the purpose of this agreement.

- J. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless, the Commonwealth of Virginia, its officers, agents, and employees, from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, or by services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using Agency

or to the failure of the using Agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.

K. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this Contract for five years after final payment or until audited by the Commonwealth of Virginia, whichever is sooner. The Agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

L. **IDENTIFICATION OF BID ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in a separate envelope or package, sealed, and identified as follows:

From: _____	April 6, 2005 2:00 PM
(Name of Bidder)	(Due Date/Time)
_____	301-05-012
Street or Box Number	(IFB Number)
_____	Giant Salvinia Eradication
City, State, Zip Code	(IFB Title)

Name of Contract Officer B. J. Layman, CPPB, VCO Director of Procurement

The envelope should be addressed as directed on Page 1. If a bid not contained in the special envelope is mailed, the Bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the bid to be disqualified. Bids may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

Any bid received unsealed or not properly identified and inadvertently opened in the mailroom, will immediately be returned. It will be the Bidder's responsibility to resubmit the bid in the remaining time.

M. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for one (1) year optional renewal periods with a maximum term of four (4) years, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall

not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- O. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple eVA purchase orders (i.e., one for each delivery requirement) with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.virginia.gov. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.virginia.gov. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.virginia.gov.

VII. METHOD OF PAYMENT

The Contractor will be paid on the basis of billing invoices submitted in accordance with proper progression of eradication, as determined by VDACS personnel.

Invoices must be submitted to:

Debra Martin
VDACS Pest Control & Nursery Inspection
1100 Bank Street, 7th Floor
Richmond, VA 23219

VDACS reserves the right to delay final payment until confirmation of services rendered have been satisfactorily completed and/or received.

VIII. PRICING SCHEDULE Full and complete eradication of the Giant Salvinia is expected to require one (1) complete growing season and is likely to require two (2) additional growing seasons. VDACS will then need two (2) growing seasons after eradication to fully survey the site to ensure no regrowth occurs.

The Contractor shall furnish all labor, supplies and materials necessary to inspect, treat, apply treatments to fully eradicate the noxious weed, Giant Salvinia. Parrotfeather has been found to be co-growing with the giant salvinia and as such, must be eradicated in order to adequately treat and eradicate the giant salvinia.

2005 Growing Season:

- | | | |
|----|--|----------|
| 1. | Treatment #1: Application of Triclopyr for the Parrotfeather | \$ _____ |
| 2. | Treatment #2: Application of Glyphosate & Triclopyr | \$ _____ |
| 3. | Treatment #3: Application of Glyphosate & Triclopyr | \$ _____ |

IF REQUIRED BY VDACS:

- | | | |
|----|---|----------|
| 4. | Treatment #4: Application of Glyphosate & Triclopyr | \$ _____ |
| 5. | Treatment #5: Application of Glyphosate & Triclopyr | \$ _____ |

TOTAL BID PRICE FOR 2005 GROWING SEASON \$ _____

RETURN OF THIS PAGE IS REQUIRED

IX. ATTACHMENTS

- A. CONTRACTOR DATA SHEET**
- B. DIRECTIONS TO MANDATORY PRE-BID / WORK SITE**

**ATTACHMENT A
CONTRACTOR DATA SHEET**

To Be Completed By Bidder
(Attach Additional Sheets, If Necessary)

1. QUALIFICATION OF BIDDER: The Bidder must have the capability and capacity, in all respects, to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
3. MINORITY BUSINESS: Please indicate if your firm is a minority owned business: _____ yes
_____ no. If yes, please provide proof of registration with the Virginia Department of Minority Business Enterprises. This information is requested for informational purposes only.
4. REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided similar contracting services. Include the date service was furnished and the name and address of the person VDACS has your permission to contact.

<u>CLIENT/ADDRESS</u>	<u>SERVICE DATES</u>	<u>PERSON TO CONTACT AND PHONE NUMBER</u>
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1.

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ATTACHMENT B

DIRECTIONS TO PRE-PROPOSAL/WORK SITE

The Bright Residence is located at 551 North Massanutten in Strasburg, Virginia 22657.

Directions from Interstate 81:

I-81 to Us-11 Exit - Exit 298- Toward Strasburg.

Turn Left Onto Lee Jackson Memorial Hwy/Us-11 S/116th Infantry Regiment Memorial Hwy/Old Valley Pike Rd.

End At 551 N Massanutten Street

Directions taken from www.mapquest.com and are confirmed to be accurate but please be aware of your locations and approximate travel time(s) as the Pre-Bid Conference scheduled for March 29 is a Mandatory attendance and is a prerequisite for submitting a bid.